

CAI
XC 14
-R 11

HOUSE OF COMMONS

Second Session—Twenty-second Parliament

1955

STANDING COMMITTEE

ON

RAILWAYS, CANALS AND
TELEGRAPH LINES

Chairman: H. B. McCULLOCH, ESQ.

MINUTES OF PROCEEDINGS AND EVIDENCE

No. 2

BILL 262

An Act to approve an agreement between The Toronto Harbour Commissioners, The Toronto Terminals Railway Company, Canadian National Railway Company and Canadian Pacific Railway Company.

TUESDAY, APRIL 26, 1955

WITNESSES:

Mr. A. D. McDonald, Regional Counsel for Canadian National Railway and Counsel for The Toronto Terminals Railway Company; Mr. E. B. Griffith, General Manager, The Toronto Harbour Commissioners.

STANDING COMMITTEE
ON
RAILWAYS, CANALS AND TELEGRAPH LINES

Chairman: H. B. McCulloch, Esq.,

and

Messrs.

Barnett	Goode	Lavigne
Batten	Gourd (<i>Chapleau</i>)	Leboe
Bonnier	Green	McIvor
Boucher (<i>Chateauguay- Huntingdon-Laprairie</i>)	Habel	Meunier
Buchanan	Hahn	Montgomery
Byrne	Hamilton (<i>Notre-Dame- de-Grace</i>)	Murphy (<i>Lambton West</i>)
Campbell	Hamilton (<i>York West</i>)	Murphy (<i>Westmorland</i>)
Carrick	Harrison	Nicholson
Carter	Healy	Nickle
Cauchon	Herridge	Nixon
Cavers	Hodgson	Nowlan
Clark	Holowach	Purdy
Decore	Hosking	Ross
Deschatelets	Howe (<i>Wellington-Huron</i>)	Small
Dupuis	James	Stanton
Ellis	Johnston (<i>Bow River</i>)	Viau
Follwell	Kickham	Villeneuve
Fulton	Lafontaine	Vincent
Gagnon	Langlois (<i>Gaspe</i>)	Weselak
Gauthier (<i>Lac-Saint- Jean</i>)		

R. J. Gratrix,
Clerk of the Committee.

CAI
XCIS
-R
ORDERS OF REFERENCE

WEDNESDAY, March 30, 1955.

Ordered,—That the name of Mr. Nowlan be substituted for that of Mr. Bell on the said Committee.

FRIDAY, April 1, 1955.

Ordered,—That the name of Mr. Nixon be substituted for that of Mr. Garland on the said Committee.

MONDAY, April 18, 1955.

Ordered,—That the following Bill be referred to the said Committee:

Bill No. 262, An Act to approve an agreement between The Toronto Harbour Commissioners, The Toronto Terminals Railway Company, Canadian National Railway Company and Canadian Pacific Railway Company.

TUESDAY, April 19, 1955.

Ordered,—That the following Bill be referred to the said Committee:

Bill No. 307 (Letter F-10 of the Senate), intituled: "An Act respecting The Fredericton & Grand Lake Coal & Railway Company".

Attest.

LEON J. RAYMOND,
Clerk of the House.

REPORTS TO THE HOUSE

MONDAY, April 4, 1955.

The Standing Committee on Railways, Canals and Telegraph Lines begs leave to present the following as its

FIFTH REPORT

On March 23, 1955, your Committee reported Bill No. 187, An Act respecting The New Westminster Harbour Commissioners, without amendment; a printed copy of the Minutes of Proceedings and Evidence adduced in respect of the said Bill is tabled herewith.

All of which is respectfully submitted.

H. B. McCULLOCH,
Chairman.

The Standing Committee on Railways, Canals and Telegraph Lines begs leave to present the following as its

SIXTH REPORT

Your Committee has considered the following Bill and has agreed to report the said Bill without amendment:

Bill No. 262, An Act to approve an agreement between The Toronto Harbour Commissioners, The Toronto Terminals Railway Company, Canadian National Railway company and Canadian Pacific Railway Company.

A copy of the Minutes of Proceedings and Evidence adduced in respect of the said Bill is tabled herewith.

All of which is respectfully submitted.

H. B. McCULLOCH,
Chairman.

(Note: The Fourth Report dealt with a Private Bill in respect of which verbatim evidence was not recorded)

MINUTES OF PROCEEDINGS

Room 118,
TUESDAY, April 26, 1955.

The Standing Committee on Railways, Canals and Telegraph Lines met at 10.30 o'clock a.m. this day. Mr. H. B. McCulloch, the Chairman, presided.

Members present: Messrs. Bonnier, Buchanan, Carrick, Carter, Cavers, Decore, Follwell, Gauthier (*Lac-Saint-Jean*), Goode, Gourd (*Chapleau*), Green, Hamilton (*Notre-Dame-de-Grace*), Hamilton (*York West*), Healy, Herridge, Holowach, Hosking, Howe (*Wellington-Huron*), James, Johnston (*Bow River*), Kickham, Lafontaine, Langlois (*Gaspé*), Lavigne, Leboe, McIvor, Nicholson, Nixon, Nowlan, Purdy, Small, Stanton and Villeneuve.

In attendance: Mr. A. D. McDonald, Regional Counsel for Canadian National Railway and Counsel for The Toronto Terminals Railway Company; Mr. J. A. Wright, Solicitor for Canadian Pacific Railway; Mr. E. B. Griffith, General Manager, The Toronto Harbour Commissioners; Mr. W. M. H. Colvin, Solicitor for the Toronto Harbour Commissioners; and Mr. Jacques Fortier, Chief Counsel, Department of Transport.

The Committee commenced consideration of Bill No. 262, An Act to approve an agreement between The Toronto Harbour Commissioners, The Toronto Terminals Railway Company, Canadian National Railway Company and Canadian Pacific Railway Company.

On motion of Mr. Langlois (*Gaspé*)

Ordered,—That the Committee print 750 copies in English and 200 copies in French of its Minutes of Proceedings and Evidence in respect of the said Bill.


Messrs. McDonald and Griffith were called and questioned on the various aspects of the agreement contained in the Schedule to the Bill.

After discussion, the Schedule, Schedule A. Clause 1 and the Title were severally considered and adopted.

The Bill was adopted and the Chairman ordered to report the said Bill to the House forthwith.

At 11.15 o'clock a.m., the Committee proceeded with other matters referred in respect of which verbatim evidence was not recorded.

R. J. GRATRIX,
Clerk of the Committee.



Digitized by the Internet Archive
in 2023 with funding from
University of Toronto

<https://archive.org/details/31761103746350>

EVIDENCE

TUESDAY, April 26, 1955,
10.30 A.M.

The CHAIRMAN: Gentlemen, we have a quorum.

Mr. LANGLOIS (*Gaspe*): Mr. Chairman, I move, seconded by Mr. Cavers, that the committee print 750 copies in English and 200 copies in French of its minutes of proceedings and evidence in respect of Bill No. 262, an act to approve an agreement between The Toronto Harbour Commissioners, The Toronto Terminals Railway Company, Canadian National Railway Company and Canadian Pacific Railway Company.

The CHAIRMAN: All those in favour?

Carried.

Bill 262. We will hear from Mr. Langlois.

Mr. LANGLOIS (*Gaspe*): Mr. Chairman, I do not think that I should take the time of the committee this morning by repeating what I said in the House when the bill was introduced the other day.

I wish to state again that all we are asked to do this morning is to ratify and confirm an agreement which was entered into last October between The Toronto Harbour Commissioners and The Toronto Terminals Railway Company in connection with the rehabilitation and maintenance of some trackage in the limits in the harbour of Toronto.

We have here this morning as witnesses Mr. A. D. McDonald, Regional Counsel for the Canadian National Railways and solicitor for The Toronto Terminals Railway Company; Mr. J. A. Wright, Solicitor for The Canadian Pacific Railway; Mr. E. B. Griffith, General Manager, Toronto Harbour Commissioners; Mr. W. M. H. Colvin, Solicitor for The Toronto Harbour Commissioners; Mr. Jacques Fortier, Chief Counsel, Law Branch, Department of Transport.

I am sure that these gentlemen are at the disposal of the committee to give any information which you may wish to have.

Mr. GOODE: Mr. Chairman, before we start this, I am not too interested in the Toronto Harbours Board, but I want the gentlemen from the C.N.R. and the C.P.R. to know we are going to try and be more courteous with them than their officials have treated the House of Commons in regard to passes for the members and their wives.

Mr. HAMILTON (*York West*): I wonder if we might have first of all the yellow schedule which sets out pretty well the picture of the trackage involved?

Mr. A. D. McDONALD (*Regional Counsel for the Canadian National Railways and Solicitor for Toronto Terminals Railways*): Yes. Would you like me to describe it?

Mr. HAMILTON (*York West*): I think it would be satisfactory if we could take a look at it. In the meantime, having had a little further information on this, do I understand that previously these tracks were completely the property of the Harbour Commission and were installed and maintained by the commission and that in fact no toll was charged to the railway companies for the use of the trackage, no toll whatsoever.

Mr. McDONALD: Yes.

Mr. HAMILTON (*York West*): And in effect as a result of this agreement there is now going to be the \$1.50 or whatever it is for loading charges which is provided in here?

Mr. McDONALD: Yes. \$1.50 per loaded car goes into the maintenance and rehabilitation of the tracks.

Mr. HAMILTON (*York West*): Could someone explain to us simply why, instead of entering into this type of agreement, perhaps the manager of the Harbour Commission might tell us why, the Harbour Commission simply did not go ahead and do whatever was necessary under this agreement and set a toll for it?

Mr. McDONALD: Mr. Griffith is here.

Mr. E. B. GRIFFITH (*General Manager, Toronto Harbour Commissioners*): Mr. Chairman and gentlemen, it was the feeling of the Toronto Harbour Commissioners that the railway company should share some of the cost in connection with the provision of the railway trackage to serve the harbour area. While it is true that the trackage which had been put in by the commissioners and was operated over by the two railway companies had made an important contribution to the development of the harbour area, the commissioners felt particularly in view of the development which had taken place over the last 35 or 40 years and particularly I believe in 1951 there were some 70,000 loaded cars in and out of that area, that the railway company should at least pay for the cost of the maintenance of the tracks.

In the Toronto terminal area generally the railways do provide tracks and do pay for the maintenance. In the harbour area the commissioners in order that there could be free inter-switching available to the industry on the waterfront for both the two trans-continental railway companies had installed the tracks and up until that time were maintaining them. Negotiations took place with the railway companies from the point of view of the railway companies undertaking the cost of maintenance and ultimately to provide a reasonable return to the commissioners for their capital investment. As a result of those negotiations this particular method of arriving at the cost of paying for the cost and maintenance was arrived at.

One further thing is that the commissioners were faced with a major rehabilitation program which was indicated as the agreement states to be some \$500,000 over a 10 year period. The cost will be spread over that period and the \$1.50 per car was arrived at as a reasonable amount to pay for not only the maintenance but also the rehabilitation program.

It is not anticipated, Mr. Chairman, that there is likely to be any large return to the commissioners within that 10 year period, but as stated in the agreement the intention is to cover those two items and eventually a reasonable return for our capital investment. That is, the trackage in the harbour would be from a railway point of view in the same position as that elsewhere but the complete ownership remains with the commission and all the rights and powers that they had prior to the entering into of this agreement remain with them.

Mr. CAVERS: What is the extent of the trackage?

Mr. GRIFFITH: Some 33 miles of trackage.

Mr. HAMILTON: I assume you had in mind that the railways were probably in a better position physically to extend and maintain this trackage?

Mr. GRIFFITH: There was no doubt in our minds that the railway companies were far better qualified from a point of view of experienced labour and equipment to carry out the maintenance and rehabilitation program. In addi-

tion, there was the question of the advantages of mass purchasing through the railway companies which is not available to us. Not only would this agreement relieve the commissioners of this expense but should also keep it to a minimum amount.

From the point of view of the tenants on the waterfront while the maintenance of the sidings will be done at the request of the tenants through us to the railway company the cost to the tenants of construction, maintenance and rehabilitation of their sidings should be less as a result of the railway companies doing the work.

Mr. HAMILTON (*York West*): There will be a second point in that under this agreement the railways provide the capital outlay as well which frees the commission from that?

Mr. GRIFFITH: Only in so far as rehabilitation work is concerned. For new extensions the harbour Commissioners will continue to pay for them as required.

Mr. HAMILTON: There are two other points in connection with the extensions or rehabilitation of trackage. Supposing the commissioners decide that a particular area is going to require trackage and they are going to open it up wishing to foresee the development there, say we want to provide trackage area, who makes the decision? Is the commission enabled to say you will put the tracks down here; or is the railway in a position to say no we will not; or is there some arbitration provision to settle it?

Mr. GRIFFITH: If the commissioners wish to have additional trackage constructed they would request the Toronto Terminals Railway Company to do the work at the Commissioners expense. If the railways wish to have some extension constructed which the commissioners are opposed to—this is a situation which we cannot foresee at this time—then there is a provision for arbitration in order that an arbitrary action cannot be taken on the part of our board to stifle proper railway development in the harbour. Such seems impossible because today we are an ocean port, will be a greater ocean port in the future and are well aware of the fact that we will have to have proper railway facilities for that purpose.

Mr. HAMILTON (*York West*): What would be the position if the commission should determine that the trackage was in very bad state of repair. There may be some criticism about that. What happens then? Are they empowered to demand from the terminal company makes repairs to trackage?

Mr. GRIFFITH: Yes. There is a rehabilitation program which has been worked out between the railway companies and ourselves.

Mr. HAMILTON (*York West*): In connection with that, I notice in one instance the provision for disposing of certain surplus materials would be done by the Terminal Railway Company and in the other instance apparently the commission is to dispose of it. Is there any particular reason why there is a differentiation?

Mr. GRIFFITH: Yes. In connection with the rehabilitation program there will be a major replacement of 80 pound rail by 100 pound rail by the Toronto Railway Terminal Company. At the time of the negotiations—and it still applies today—we were able to obtain a better scrap price in connection with the trackage to be replaced than the price we could have obtained through the railway companies. Therefore, we had put into the agreement the right for us to sell the replaced material on an as is where is basis at the site of the tracks. In connection with the maintenance, once the rehabilitation program has been completed there would be nominal replacement. Perhaps it would be one section of rail in one location one month and a x switch in another location in another month. It was not worth our while to deal with small individual items and the railway companies agreed to dispose of them for us.

Mr. HAMILTON (*York West*): I have just one additional question before we go into the schedule. I think nearly everyone in Toronto now is very cognizant of the problems of traffic. Perhaps this is not in order in this discussion, but the rails laid here of course cross some of our main streets. As the situation exists now, does the commission have some right to regulate switching or times of switching in this area, and the crossing of cars over the main thoroughfares, and if so under the agreement does it still have those rights?

Mr. GRIFFITH: That right rests with the Board of Transport Commissioners. The commissioners consent to an application to the Board of Transport Commissioners for an operating order over their tracks by the two railway companies and the actual conditions of operation will be set by the Board of Transport Commissioners. There is an arrangement which has been reached in connection with the Fleet Street crossing that only perishables will be moved across that crossing during rush hours.

Mr. HAMILTON (*York West*): Only perishables?

Mr. GRIFFITH: Yes.

Mr. HAMILTON (*York West*): In connection with that same problem does your agreement constitute any obstacle or does it provide for any contribution on grade separations if necessary on a thoroughfare such as Fleet Street?

Mr. GRIFFITH: In connection with grade separation, Mr. Chairman, all that the agreement states is that the railway companies will be in no different position as a result of entering into the agreement than they were previously. If there was a liability on the railway companies it still exists. If the Board of Transport Commissioners were to place a liability, it would still apply.

Mr. HAMILTON (*York West*): A practical result of your answer then is that not having owned this trackage before they ordinarily would not be a contributing party to any grade separation as they would be where they own their own trackage?

Mr. GRIFFITH: I would not want to answer that specifically. There might be a slight difference of opinion between the railway companies and ourselves as to the liabilities.

Mr. HAMILTON (*York West*): Does this provide in general the trackage which the commission decided is very essential for the development of the port as a seaway port?

Mr. GRIFFITH: As of the time of the signing of the agreement additional sorting yard accommodation was provided, which both the railway companies and ourselves agreed was essential to give proper service in the harbour area. Since the signing of the agreement, we have had further talks with the railway companies and our engineers are meeting to discuss a possible further expansion as a result of the anticipated effects from the seaway.

Mr. HAMILTON (*York West*): It seems to me that this agreement almost constitutes the railways lessees. Is there any thought given to charging them property taxes?

Mr. GRIFFITH: No sir. The agreement was very carefully drawn, in order to avoid any question of leasing or licensing. The sole purpose of the negotiations between the commissioners and the railway companies was to have the railway companies take over the cost of the maintenance of the tracks which at that particular time the commissioners felt was only just and equitable. It was not to enter into a leasing arrangement. We had no desire to do that. The commissioners wish to maintain full control and ownership of their tracks and wanted to be assured that there would be no inter-switching charge between the two railways in the harbour area.

Mr. HAMILTON (*York West*): Is the fact that the tenant gets this trackage to his doorstep taken into account in the setting of municipal taxes? Do you know if there is any yardstick for measuring that?

Mr. GRIFFITH: It is taken into consideration in connection with the land value upon which the rental is based by The Toronto Harbours Commission. This affects the taxes in so far as the city relates the assessment to the land value referred to in the lease. To what extent this is done, I can not answer.

Mr. CAVERS: From your experience in the past what would you estimate would be the income credited to the commissioner's account on a charge of \$1.50 per car load?

Mr. GRIFFITH: If I remember correctly I think it was in 1951, or 1950 when a count was taken of 70,000 loaded cars which would be \$105,000. We anticipate perhaps by next year that that might be raised to 80,000 which would be \$120,000. When this agreement was entered into we felt there would be increased traffic movement in and out of the harbour area rather than a decrease.

Mr. GOODE: Coming from the west I do not know too much about this. Who are The Toronto Terminals Railway Company? Are they owned by the national railways, and do they just operate on harbour property?

Mr. McDONALD: No. The Toronto Terminals Railway Company was incorporated by statute of Canada in 1906 to acquire lands and to construct and operate a passenger and freight terminal in the city of Toronto. The stock of the railway is owned 50 per cent by the Canadian Pacific Railway and 50 per cent by the Canadian National Railway. They own Union Station in Toronto and the tracks and lands in that area. They maintain the facilities but they do not operate any motive power.

Mr. SMALL: Will this affect the property east of that? The area east of Cherry Street?

Mr. McDONALD: No. This agreement extends out as far as Leslie Street.

Mr. SMALL: I would like to ask Mr. Griffith this question. In respect to the siding on the branch lines there on the Fleet Street property there are about 3 sidings which go across, one at Bathurst Street and another down by Cherry Street. There is not so much difficulty there, but when you get east of that and turn around between Cherry Street and along Keating Street, there are about 7 different sidings where difficulty arises and there was one put in last year to take care of the Liquor Control Board warehouse. I do not know if that could be regarded as perishable goods; when it is opened it does not last long. What control has the harbour of the city of Toronto over putting in new extensions out there? That is the most congested point in the whole route.

Mr. GRIFFITH: In answer to the question may I first of all refer to the movement of perishable goods. I was only referring to the crossing of Fleet Street at Bathurst. Industry applies to the commission for a siding to connect with the main lead track which siding has to cross the city street. The commissioners apply to the city of Toronto for permission to cross the street and the city grants their approval under various conditions included in which is the responsibility for the maintenance of the crossing which is passed on to the Lessee. Application is then made by us to the Board of Transport Commissioners for authority to construct. It is later followed by an application from the two railway companies for authority to operate over the tracks. Some 5 or 6 years ago the commissioners prepared a plan which would remove all but 2 crossings on Keating Street; one would be immediately to the east of the Don River Bridge leading into the commissioners' sorting yard and the other at the far end near Leslie Street. The railway tracks would be con-

structed on the north and south side of newly paved Keating Street and thus remove all but two of the crossings. That was approved by the city at an estimated cost of \$ $\frac{3}{4}$ million and put on their list of priority works. This work has not yet been commenced but is part of the eastern section of the waterfront expressway.

Mr. SMALL: Most of the trouble happens in there between the roadway between Carlaw Avenue and the Don where it cuts in by the Consumers Gas Company. It happens not only in rush hours but any time during the day.

Mr. GRIFFITH: Yes. The plan for the improvement of that situation has been approved by city council and is now incorporated in the metro expressway.

Mr. SMALL: They are going to remove them?

Mr. GRIFFITH: Yes, with only the two crossings of Keating Street.

Mr. JOHNSTON (*Bow River*): I would like to ask a question about The Toronto Terminals Railway Company. Is there a similar organization in other large cities such as, for instance, Montreal?

Mr. McDONALD: No.

Mr. JOHNSTON (*Bow River*): Is there one in Ottawa?

Mr. McDONALD: We have the Union Station in Ottawa. There is no separate company incorporated for that but we have a joint agreement between the Canadian Pacific Railway and the Canadian National Railway for the operation of the Union Station in Ottawa.

Mr. JOHNSTON (*Bow River*): This Toronto Terminals Railway Company is owned completely by the two major railways?

Mr. McDONALD: Yes.

Mr. JOHNSTON (*Bow River*): How do they derive their revenue for the operation of this company?

Mr. McDONALD: In the first place, the two railways put up the capital then they keep account of the number of cars of each company using that terminal each month and the expenses are divided on that basis. It never shows a profit; it just operates at cost, and if the expenses of "X" dollars for the month appear and each company had so many cars it is divided among them and they are billed for it.

Mr. JOHNSTON (*Bow River*): Is that the same type of arrangement for other places where they have this type of terminal railway company?

Mr. McDONALD: This is the only place where I can think of that we have a joint company. I think there is a joint company operating the hotel in Vancouver.

Mr. CAVERS: Yes.

Mr. JOHNSTON (*Bow River*): Is the purpose of the company just a convenience for the two railways to operate over the same rails?

Mr. McDONALD: Yes.

Mr. JOHNSTON (*Bow River*): It only exists where they have union stations or duplications on the same tracks?

Mr. McDONALD: Yes.

Mr. HAMILTON (*York West*): I notice that one point on the blue plan dealing with the Rees Street yards seems interesting. I am not too good on the scales here, but it would appear that the trackage provided for covers the Fleet Street frontage almost from Spadina Avenue to Rees Street.

Mr. GRIFFITH: Yes.

Mr. HAMILTON (*York West*): Is that equitable use of a very valuable frontage there? I am sure that property is regarded very highly by the commission as far as value is concerned. Is there no other place where trackage might be put; no room anywhere else for extension of yard space than along the Fleet Street frontage? It does go right along the south side of Fleet Street?

Mr. GRIFFITH: I cannot answer that question, Mr. Chairman. In this proposed layout the commissioners have agreed to set aside this area. These plans are the proposed layout and they may be materially altered by the time the actual construction takes place.

Mr. HAMILTON (*York West*): As it stands now, and if the plan is pursued, it indicates utilization of practically all the frontage on the south side of Fleet Street from Spadina to Rees?

Mr. GRIFFITH: Yes. I might say though that while the expressway plans have not been finalized in connection with the central section of the city even the plans put forward by the Toronto Harbour Commissioners would be utilizing some of that land at the north side of this sorting yard which would leave a depth of land of very little commercial value for disposal.

Mr. HAMILTON (*York West*): That is a very good explanation. This would, on the plans for highway development in the area, be the area where the descending ramp might come down?

Mr. GRIFFITH: Yes. There is the equivalent of Fleet Street or existing grade and the elevated structure ramping down east of Spadina avenue. In our plans we have attempted to protect as far as possible the central section of the waterfront. This means widening of Fleet Street and utilizing the northerly part of those lands.

Mr. HAMILTON (*York West*): You are going to have to provide almost two roads for the traffic, one continuing on the level and the other going up a ramp.

Mr. GRIFFITH: Yes.

Mr. HAMILTON (*York West*): Then that is the explanation dealing with that frontage. Otherwise I would think that was very valuable frontage. In connection with those plans I understand that there is a freezing order by metropolitan Toronto on sales of property in this particular area because of that highway extension. Does that order also apply to extension of trackage under this agreement? Are you permitted extensions or widening of facilities across any other road?

Mr. GRIFFITH: Mr. Chairman, the metropolitan corporation requested the Toronto Harbour Commissioners' co-operation by withholding from the market lands which could be affected by the expressway in order that they would not have to buy out a new tenants' interest and pay for new buildings which had been constructed. The Commissioners being a creature of the government of Canada and not of the province of Ontario, agreed to co-operate and as a result have withheld certain lands. This in no way affects our development south of Queen's Quay in connection with the new marine terminal we have built for the overseas traffic. As to the Rees Street yard, if the railway companies were to come to us today and state that they wanted additional trackage we would consult with the consulting engineers of metropolitan Toronto to see to what extent they actually required additional lands on the south side of Fleet Street.

Mr. SMALL: Is there a road which goes along south of Fleet Street that services those roads?

Mr. GRIFFITH: Yes, from Spadina Avenue to Front Street at Queen's Quay.

Mr. SMALL: There are two lines of track?

Mr. GRIFFITH: One line.

Mr. SMALL: They still have to service those wharfs?

Mr. GRIFFITH: Yes. We are putting in additional tracks now in connection with the marine terminal.

The CHAIRMAN: Are there any other questions?

Mr. HOSKING: There is one question on clause 18, page 9. It says: "This agreement shall come into force at 12.01 a.m. eastern standard time, on the 1st day of November, 1954." Is 1954 correct or should it be 1955?

Mr. McDONALD: 1954 is correct.

Mr. HOSKING: Why is it 1954?

Mr. McDONALD: The agreement is signed and we have been operating since that time.

Mr. HAMILTON: I do not think if we have asked if the \$1.50 is a usual or reasonable charge?

Mr. McDONALD: They took the traffic for 1951 which was over 70,000 cars and that gave them about \$105,000 and they expected that to go up and they say that the maintenance will be so much and the rehabilitation so much and that should look after it over a 10 year period. They worked backwards to get the \$1.50.

Mr. GREEN: What was the number of cars in 1954?

Mr. McDONALD: I do not have them for 1954 but they would run somewhat between 70 and 80,000 cars for the 2 railways.

Mr. GREEN: There is not very much of an increase?

Mr. McDONALD: No. 1954 was the year where the whole traffic was down about 10 per cent. We expect 1955 will be a better year.

The CHAIRMAN: Shall the schedule carry?

Carried.

Shall schedule "A" carry?

Carried.

Shall clause 1 carry?

Carried.

Shall the title carry?

Carried.

Shall the bill carry?

Carried.

Shall I report the bill without amendment?

Carried.

Mr. CAVERS: Mr. Chairman, I am sure that we would like to extend our thanks to the gentlemen of The Toronto Terminals Railway Company, Mr. McDonald and the other officials, and Mr. Griffith and the other officials of the Toronto Harbour Commissioners, and the C.P.R. railway who have been here today and who have given us such a thorough explanation of this bill.

Mr. HAMILTON (York West): I think we have been very fortunate in Toronto in having The Toronto Harbour Commissioners taking care of things, looking into the future and studying to provide for facilities which we really feel are going to be required with the tremendous expansion which is taking place. They have given every indication of having that future development in mind with the planning they have carried out. I think they are to be congratulated.

The CHAIRMAN: The meeting will now adjourn.

